

### **REMARKS/ARGUMENTS**

This Amendment is in response to the final Office Action mailed June 27, 2008. In that Office Action, Claims 1-4, 6, and 14-19 were rejected under 35 U.S.C. § 103(a) as obvious in light of U.S. Published Patent Application No. 2003/0217018 to Groff et al. ("*Groff*") in view of U.S. Published Patent Application No. 2002/0161676 to Vadlamani ("*Vadlamani*") in further view of statements made in the background section of the present application, and Claims 5, 7 and 20-21 were rejected under 35 U.S.C. § 103(a) as obvious in light of *Groff* in view of *Vadlamani* and statements made in the background section of the present application and in further view of Official Notice and evidenced by U.S. Published Patent Application No. 2005/0203835 to Nhaissi, et al. ("*Nhaissi*"). The rejections are addressed below. For the Examiner's reference, Claims 8-13 were previously withdrawn from consideration, Claims 1-7 and 14-21 have been canceled, and Claims 22-25 have been added as new. Following this Amendment, Claims 22-25 remain pending in the present application for consideration by the Examiner.

#### **Claim Rejections – 35 U.S.C. § 103**

The Examiner has rejected Claims 1-7 and 14-21 as being obvious in light of various combinations of *Groff*, *Vadlamani*, statements made in the background section of the present application, Examiner's Office Notice, and *Nhaissi*. In the present Amendment, Applicant has canceled Claims 1-7 and 14-21. Therefore, the current rejection of these claims is moot.

#### **New Claims 22-25**

Applicant has added new Claims 22-25. Applicant respectfully submits that *Groff*, *Vadlamani*, statements made in the background section of the present application, Examiner's Office Notice, and *Nhaissi* fail to teach or suggest each and every claim limitation of the newly recited claims. For example, Applicant respectfully submits that the Examiner's cited references fail to teach or suggest the step of "***charging an owner or operator of the website server with the billing system of the ISP for the connection to the website server via the gated network***".

*access system, the owner or operator of the website server not being the user of the user terminal,”* as recited by independent Claim 22.

On Page 2 of the Office Action, the Examiner asserts “[t]he carrier in the applicant’s teaching is the party who is responsible to pay internet service fees for users’ internet access; thus the carrier is an internet subscriber and Vadlamani teaches the claimed invention.” However, Applicant respectfully disagrees.

As mentioned in the response to the previous Office Action, *Vadlamani* describes a method for providing prepaid fixed quantity access to web services. *See* ¶ [0006]. Typically, an ISP provides two types of payment schemes for customers. *See* ¶ [0003]. First, the ISP will provide a customer with unlimited access to the Internet based on a flat rate that is charged to the customer at periodic intervals, such as once a month. *Id.* Second, the ISP charges the customer on a per usage basis. *See* ¶ [0004]. In particular, the ISP monitors usage of the Internet services by the customer and calculates costs based upon the quantity of usage by the customer. *See Id.* Thus, *Vadlamani* describes two payment schemes that involve a transaction between two parties, i.e., the customer and the ISP.

In contrast, various embodiments of Claim 22 describe a method that involves a transaction performed by equipment of three parties. The equipment of the parties being: (1) the website server of the owner or operator; (2) the gated network access system and billing system of the ISP; and (3) the user terminal operated by the user. Specifically, Claim 22 recites ***“charging an owner or operator of the website server with the billing system of the ISP for the connection to the website server via the gated network access system, the owner or operator of the website server not being the user of the user terminal.”*** Thus, *Vadlamani*’s discussion of billing Internet subscribers based on the usage is distinct from Claim 22. Specifically, in *Vadlamani*, the ISP monitors usage of the Internet services by the customer and calculates costs based upon the quantity of usage by the customer. Emphasis added. Thus, the cited references fail to teach or suggest each and every limitation of independent Claim 22 and Applicant respectfully asserts that this claim is in condition for allowance.

Claims 23-25 depend from independent Claim 22 and therefore include all the limitations of Claim 22 plus additional limitations that further define the invention over the prior art. For

example, the cited references fail to teach or suggest “[a] method as claimed in Claim 22 wherein the owner or operator of the website server is a shipping entity for shipping letters or packages, and the request relates to generating a shipping label, the method further comprising the steps of: f) receiving the request at the website server via the gated network access system; [and] g) generating an electronic shipping label via the website server in response to the request,” as recited by Claim 23. Thus, for reasons stated in support of independent Claim 22 and for the additional limitations that further define the invention over the prior art, Applicant respectfully asserts that these claims are also in condition for allowance.

In addition, the Examiner’s combining of the cited references is improper. The mere fact that references can be combined or modified does not render the resultant combination obvious unless the results would have been predictable to one of ordinary skill in the art. MPEP § 2143.01 referring to *KSR Int’l Co. v. Teleflex Inc.*, 127 S.Ct. 1727 (2007). In this case, one of ordinary skill in the art would not have recognized that the results of the combination of the elements of *Groff*, *Vadlamani*, statements made in the background section of the present application, Examiner’s Office Notice, and *Nhaissi* would have been predictable.

For example, *Vadlamani* teaches away from the claimed invention. As mentioned above, *Vadlamani* describes two types of payment schemes an ISP provides for customers. See ¶ [0003]. First, the ISP will provide a customer with unlimited access to the Internet based on a flat rate that is charged to the customer at periodic intervals, such as once a month. *Id.* Second, the ISP charges the customer on a per usage basis. See ¶ [0004]. Thus, *Vadlamani* teaches and suggests the traditional payment schemes used by the ISP that involves two parties, i.e., the customer and the ISP.

In contrast, the claimed invention overcomes the traditional payment schemes and involves a novel approach to providing Internet service to an individual who otherwise would not be able to gain access to the Internet. As pointed out in paragraph [0005] of the pending application:

A substantial hurdle in providing user access to an e-commerce resource such as a website of an electronic retailer is the subscription fee of an internet

service provider (ISP). An ISP is an organization that provides access to the Internet. Small ISPs provide service via modem and ISDN while the larger ones also offer private line hookups (T1, fractional T1, etc.). ISPs use several methods to bill users for Internet access. A popular fee arrangement is to bill users a subscription fee that provides them with unlimited Internet access at a fixed monthly rate. Another billing method used by ISPs is to charge the user an hourly rate for the amount of time spent on-line. Alternatively, ISPs employ a hybrid billing system that gives users a limited number of hours of Internet access for a relatively small fixed fee, with excess charges applied if users exceed the limit. Emphasis added.

Specifically, various embodiments of the claimed invention overcome this substantial hurdle by providing a transaction involving the equipment of three parties. The equipment of the parties being: (1) the website server of the owner or operator; (2) the gated network access system and billing system of the ISP; and (3) the user terminal operated by the user. As mentioned above, Claim 22 recites “*charging an owner or operator of the website server with the billing system of the ISP for the connection to the website server via the gated network access system, the owner or operator of the website server not being the user of the user terminal.*” Emphasis added. Thus, various embodiments of the claimed invention provide Internet access to an individual who would not otherwise be able to gain Internet access under the traditional payment schemes of an ISP. As a result, one of ordinary skill in the art would not have looked to *Vadlamani* to solve this problem.

For this reason, one of ordinary skill in the art would not have recognized that the results of the combination of the elements of *Groff*, *Vadlamani*, statements made in the background section of the present application, Examiner’s Office Notice, and *Nhaissi* were predictable. Accordingly, Applicant respectfully submits that the combination of these references is improper.

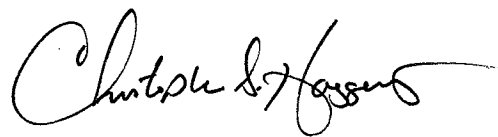
Appl. No.: 10/690,982  
Amdt. dated September 5, 2008  
Reply to Office Action of June 27, 2008

### CONCLUSION

The foregoing is submitted as a full and complete response to the final Office Action mailed June 27, 2008. The foregoing amendments, when taken in conjunction with the appended remarks, are believed to have placed the present application in condition for allowance, and such action is respectfully requested. The Examiner is encouraged to contact Applicant's undersigned attorney at (404) 881-7640 or e-mail at [chris.haggerty@alston.com](mailto:chris.haggerty@alston.com) to resolve any remaining issues in order to expedite examination of the present application.

It is not believed that extensions of time or fees for net addition of claims are required, beyond those that may otherwise be provided for in documents accompanying this paper. However, in the event that additional extensions of time are necessary to allow consideration of this paper, such extensions are hereby petitioned under 37 CFR § 1.136(a), and any fee required therefore (including fees for net addition of claims) is hereby authorized to be charged to Deposit Account No. 16-0605.

Respectfully submitted,



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ELECTRONICALLY FILED USING THE EFS-WEB ELECTRONIC FILING SYSTEM OF THE UNITED STATES PATENT & TRADEMARK OFFICE ON September 5, 2008.